

SUBMIT AN ORIGINAL AND ONE (1) COPY

BID SPECIFICATIONS



FOR
GIS- MOBILE MAPPING UNIT TRAILER

FIRE/RESCUE

BID NO: XF-0431-11

OPEN DATE: 3/30/2011

TIME: 2:00 P.M.

**PLACE: 1ST FLOOR, ED BALL BUILDING, 214 North Hogan
STREET, SUITE 110**

PRE-BID CONFERENCE:

DATE: 3/21/2011
TIME: 10:00 A.M.
LOCATION: Jacksonville EOC
515 N. Julia St., Jacksonville, FL 32202

**CITY OF JACKSONVILLE
PROCUREMENT DIVISION**

JOHN PEYTON
MAYOR

MICHAEL CLAPSADDLE
CHIEF PROCUREMENT DIVISION

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EQUAL BUSINESS OPPORTUNITY PROGRAM Encouragement Plan

It is an official policy of the City of Jacksonville to encourage the maximum participation of **Jacksonville Small Emerging Businesses (JSEBs)** in contract awards. Based upon availability this project has been designated by the Equal Business Opportunity Program to utilize **Encouragement Plan**.

Under the Encouragement Plan, vendors are required to make all efforts reasonably necessary to ensure that minority-owned and women-owned City certified JSEBs have a full and fair opportunity to compete for subcontract or sub-consultant participation on this project.

Bidders/Suppliers/Consultants or any entity doing business with the City shall not discriminate on the basis of race, ethnicity, national origin or gender in the award and performance of the work under this contract.

Please use the following ***Schedule of Subcontract/Sub-Consultant Participation*** to submit JSEB Participation on this Bid. You may contact the City's Equal Business Opportunity Office at 904-630-1165 or find the JSEB directory on-line through the Procurement Department website at web site at www.coj.net.

**SCHEDULE OF JSEB SUBCONTRACTOR/SUBCONSULTANT
PARTICIPATION**

Name of Bidder: _____

Project Title: _____

Bid Number: _____ Total Base Bid Amount: _____

***Please list all JSEBs**

NAME OF SUB FIRM	ADDRESS OF FIRM	TYPE OF SUB (if certified)	TYPE OF WORK TO BE PERFORMED	TOTAL CONTRACT VALUE
_____	_____	_____		\$ _____
_____	_____	_____		\$ _____
_____	_____	_____		\$ _____
_____	_____	_____		\$ _____
_____	_____	_____		\$ _____
_____	_____	_____		\$ _____
_____	_____	_____		\$ _____
_____	_____	_____		\$ _____
_____	_____	_____		\$ _____
_____	_____	_____		\$ _____

Attach additional list of subcontractors/sub-consultants as needed

The undersigned acknowledges and agrees that, if any of the above-listed JSEBs are not, for any reason, properly certified with the City, in accordance with Ordinance 2004-602, at the time of bid opening, the same will not be counted toward meeting the participation percentage goal as defined herein.

The undersigned will enter into a formal Agreement with the JSEB Suppliers/Consultants/Subcontractors identified herein for work listed in this schedule, as well as any applicable alternates, conditioned upon execution of a contract with the City of Jacksonville. Under penalties of perjury I declare that I have read the foregoing conditions and instructions and the facts are true to the best of my knowledge and beliefs.

Signature of

Prime

Contractor: _____ Title: _____ Date: _____

Print Name: _____



BID FORM

City of Jacksonville

DATE: _____

Procurement Division

INVITATION TO BID NO. XF-0431-11

THIS FORM MUST BE SIGNED AND INCLUDED IN BID SUBMISSION	
<u>COMPANY NAME AND ADDRESS</u> FID/SSN# _____	<u>SUBMIT BID IN DUPLICATE</u> Bid to be submitted before 2:00 P.M. in suite 105, 214 N. Hogan St. This bid will be opened on 03/30/2011 at 2:00 P.M. Suite 110, Ed Ball Building, 214 N. Hogan St. Response(s) to bid must be in ink or typewritten Analyst: Eric Niemi Phone: (904) 255-8814
<u>BID SECURITY REQUIREMENTS</u> None Required	<u>TERM OF CONTRACT</u> One (1) Time Purchase
<u>SAMPLE REQUIREMENTS</u> None Required	<u>PERFORMANCE BOND</u> None Required
<u>QUANTITIES:</u> Quantities Are Estimated and Will be Determined Based on Available Funding	<u>FOR TECHNICAL INQUIRIES, CONTACT:</u> Eric Niemi 904-255-8814
AGENCY: Jacksonville Fire and Rescue Department	
Bid is for purchase and buildout of a GIS- Mobile Mapping Unit Trailer.	
Terms of Payment: Net or ____% discount ____ days (discounts offered for payment periods of less than 30 days will not be considered in making award)	
Bidder's Certification	Material is F.O.B. DESTINATION Delivery will be made in _____ business days from receipt of purchase order.
We have received addenda _____ through _____	Handwritten Signature of Authorized Officer of Firm _____ Date _____
	Print Individuals's Name and Title _____ Phone Number _____ Fax Number _____

Solicitation Silence Policy

The City of Jacksonville has implemented a Solicitation Silence Policy that prohibits certain oral communication regarding a solicitation during the period the policy is in effect. Written communications to the Chief of the Procurement Division or his/her staff are allowed at all times.

Prohibitions

Any oral communication regarding a particular solicitation is prohibited between a potential vendor, service provider, bidder, lobbyist or consultant and city employees, staff, or hired consultant.

Exceptions to the Solicitation Silence Policy

Unless specifically provided in the applicable solicitation document the Solicitation Silence Policy does not apply to the following:

- communications regarding a particular solicitation between the Chief of the Procurement Division or his/her staff responsible for administering the procurement process for such solicitation, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document
- communications between a potential vendor, service provider, bidder, consultant or lobbyist and city employees responsible for administering the Jacksonville Small Emerging Business Program, provided the communication is limited strictly to matters of programmatic process or procedures
- communications with the Office of General Counsel and his/her staff
- communications with the Office of Inspector General and his/her staff
- emergency procurements of goods and services pursuant to 126.102(e).
- oral communications at pre-bid conferences
- oral presentations before publicly noticed committee meetings
- contract negotiations during any duly noticed public meeting
- duly noticed site visits to determine competency of bidders during the period between bid opening and issuance of the Chief of Procurement Division's written recommendation
- communications in writing at any time to the Chief of Procurement Division or his/her staff unless specifically prohibited by the applicable solicitations document

Commencement and Termination of the Solicitation Silence Period

The period of Solicitation Silence commences after the advertisement of the solicitation document. The period of Solicitation Silence terminates after the Chief of the Procurement Division issues a written recommendation to the corresponding awarding committee. If the awarding committee refers the Chief's recommendation back for further review, the Solicitation Silence period shall be reinstated until such time as the Chief issues a subsequent recommendation.

Written Communication During the Solicitation Silence Period

When the Solicitation Silence period is in effect, any communication shall be in writing, unless one of the exceptions applies. Written communication may be in the form of letter, email or facsimile.

If Not an Exception

If a city employee, staff or hired consultant receives an oral inquiry call for an answer or response that is not within the scope of the exception, the city employee, staff or hired consultant shall kindly request that the question be presented in writing to the Chief of the Procurement Division or his/her staff and that a response will, in turn, be given in writing.

Any information that changes adds to or clarifies the terms, provisions or requirements of the solicitation document shall be conveyed equally to all competitors in a solicitation addendum.

1. RESERVATIONS: The City of Jacksonville, Florida reserves the right to reject any or all bids or any part thereof and/or to waive information if such action is deemed to be in the best interest of the City of Jacksonville.

The City reserves the right to cancel any contract, if in its opinion, there be a failure at any time to perform adequately the stipulations of this invitation to bid, and the general conditions and specifications which are attached and made part of this bid, or in any case of any attempt to willfully impose upon the City materials or products or workmanship which is, in the opinion of the City, of an unacceptable quality. Any action taken in pursuance of this latter stipulation will not effect or impair any rights or claim of the City to damages for the breach of any covenants of the contract by the contractor. The City also reserves the right to reject the bid of any bidder who has previously failed to perform adequately after having once been awarded a prior bid for furnishing materials similar in nature to those materials mentioned this bid.

Should the contractor fail to comply with the conditions of this contract or fail to complete the required work or furnish the required materials within the time stipulated in the contract, the City reserves the right to purchase in the open market, or to complete the required work, at the expense of the contractor or by recourse to provisions of the faithful performance bond if such bonds if required under the conditions of this bid.

Should the contractor fail to furnish any item or items, or to complete the required work included in this contract, the City reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities on the part of the City thereby.

SHOULD ANY BIDDER HAVE ANY QUESTIONS AS TO THE INTENT OF MEANING OF ANY PART OF THIS BID HE SHOULD CONTACT THE OFFICE OF PROCUREMENT AND SUPPLY IN TIME TO RECEIVE A WRITTEN REPLY BEFORE SUBMITTING HIS BID.

All items furnished must be completely new, and free from defects unless specified otherwise. No others will be accepted under the terms and intent of this bid.

2. QUOTATIONS: No bidder will be allowed to offer more than one price on each item even though he may feel that he has two or more types or styles that will meet specifications. Bidders must determine for themselves which to offer. IF SAID BIDDER SHOULD SUBMIT MORE THAN ONE PRICE ON ANY ITEM ALL PRICES FOR THAT ITEM WILL BE REJECTED AT THE DISCRETION OF THE CHIEF OF THE PROCURMENT DIVISION.

3. TAXES: The City of Jacksonville, Florida is exempt from the following taxes: (a) State of Florida Sales Tax by Certificate No 26-00-107377-54C; (b) Manufacturer's Federal Excise Tax Registration No. 59-6000.344.

4. CARTAGE: No charge will be allowed for cartage or packages unless by special agreement.

5. "OR EQUAL" INTERPRETATION: Even though a particular manufacturer's name of brand is specified, bids will be considered on other brands or on the products of other manufacturers. On all such bids the bidder will clearly indicate the product (brand and model number) on which he is bidding, and will supply a sample or sufficient data in detail to enable an intelligent comparison to be made with the particular brand or manufacture specified. All samples will be submitted in accordance with procedures outlined in the paragraph on SAMPLES. Catalog cuts and technical descriptive data will be attached to the original copy of the bid where applicable. Failure to submit the above information may be sufficient ground for rejection of bid.

6. DEVIATIONS TO SPECIFICATIONS: In addition to the requirements of paragraph five, all deviations from the specifications must be noted in detail by the bidder, in writing, at the time of the submittal of the formal bid. The absence of a written list of specification deviations at the time of submittal of the bid will hold the bidder strictly accountable to the City to the specifications as written. Any deviation from the specifications as written not previously submitted, as required by the above, will be grounds for rejection of the material and/or equipment when delivered.

7. DATA REQUIRED TO BE SUBMITTED WITH REFERENCE TO BID:

a. Whenever the specifications indicate a product or a particular manufacturer, model, or brand in the absence of any statement to the contrary by the bidder, the bid will be interpreted as for the exact brand, model, or a manufacturer specified, together with all accessories, qualities, tolerances, compositions, etc. enumerated in the detailed specifications.

b. If no particular brand, model or make is specified, and if no data is required to be submitted with this bid, the successful contractor, after award and before manufacturer or shipment: may be required to submit working drawings or detailed descriptive data sufficient to enable the City to judge if each requirement of the specifications is being complied with.

8. SAMPLES: The samples submitted by bidders on items which they have received an award may be retained by the City until the delivery of contracted items is completed and accepted. Bidders whose samples are retained may remove them after delivery is accepted.

Samples on which bidders are unsuccessful must be removed as soon as possible after an award has been made on the item or items for which the samples have been submitted. The City will not be responsible for such samples if not removed by the bidder within 30 days after the award has been made. The City reserves the right to consume any or all samples for testing purposes.

Bidders will make all arrangements for delivery of samples to place designated as well as the removal of samples. Cost of delivery and removal of samples will be borne by the bidder.

All sample packages will be marked "**Sample for the Procurement Division**" and each sample will bear the name of the bidder, item number, bid number and will be clearly tagged or marked in a substantial manner. Failure of the bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of bid.

9. PERFORMANCE BOND: When applicable, the successful bidder on this bid must furnish a performance bond as indicated in the specifications, made out to the City of Jacksonville, Florida, prepared on an approved form, as security for the faithful performance of his contract within ten days of his notification that his bid has been accepted. The

surety thereon must be such surety company as are authorized and licensed to transact business in the State of Florida. Attorneys in fact who sign bid bonds must file with each bond a certified copy of their power of attorney to sign said bonds. The successful bidder or bidders, upon failure or refusal to furnish within ten days after his notification the required performance bonds, will pay to the City of Jacksonville, Florida, as liquidated damages for such failure or refusal an amount in cash equal to the security deposited with his bid.

10. PROVISION FOR OTHER AGENCIES: Each bidder agrees when submitting his bid that he will make available to all City agencies and departments, bi-City agencies, in-City fire departments and municipalities, the bid process he submits in accordance with the bid terms and conditions, should any said department or agency wish to buy under this bid proposal.

11. GUARANTEE: The contractor will unconditionally guarantee the materials and workmanship on all equipment furnished by him for a period of one year from date of acceptance of the items delivered and installed, unless otherwise specified herein. If, within the guarantee period, any defects or signs of deterioration are noted, which, in the opinion of the City are due to faulty design and installation workmanship, or materials, upon ratification, the contractor, at his expense, will repair or adjust the equipment or parts to correct the condition, or he will replace the part or entire unit to the complete satisfaction of the City. Repairs, replacements or adjustments will be made only at such times as will be designated by the City as least detrimental to the operation of City business.

12. DISCOUNTS: ALL DISCOUNTS OTHER THAN PROMPT PAYMENT TO BE INCLUDED IN BID PRICE. PROMPT PAYMENT DISCOUNTS OF LESS THAN 30 DAYS WILL NOT BE CONSIDERED IN DETERMINING LOW BID.

13. COLLUSION: THE BIDDER, BY AFFIXING HIS SIGNATURE TO THIS PROPOSAL AGREES TO THE FOLLOWING: "BIDDER CERTIFIES THAT THIS BID IS MADE WITHOUT ANY PREVIOUS UNDERSTANDING, AGREEMENT OR CONNECTION WITH ANY PERSON, FIRM, OR CORPORATION MAKING A BID FOR THE SAME ITEMS; AND IS IN ALL RESPECTS FAIR, WITHOUT OUTSIDE CONTROL, COLLUSION, FRAUD OR OTHERWISE ILLEGAL ACTION."

14. ERRORS IN BIDS: Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidder's own risk and he cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors either of omission or commission on the part of bidders. In case of error in extension of prices in the bid, the unit price will govern.

15. PROCUREMENT DIVISION AS AGENT: When the Procurement Division is acting as agents for "other public activities" being defined as activities receiving financial support, in part from the City, but not under the direct governing jurisdiction of the Consolidated Government, the name of such public activity will be substituted for the word "City" in the foregoing paragraphs No's 1 - 14.

16. ETHICS PROVISION FOR VENDORS/SUPPLIERS: The bidder, by affixing its signature to the proposal form, and/or the acceptance of a purchase order, represents that it has reviewed the provisions of the Jacksonville Ethics Code contained in chapter 602, Jacksonville Ordinance Code and the provisions of the Purchasing code contained in chapter 126, Jacksonville Ordinance Code.

17. NONDISCRIMINATION PROVISIONS: In compliance with Section 4 of Ordinance 69-630-653, the bidder will, upon affixing his signature to the proposal form, and/or the acceptance of a purchase order, sight draft, field order, certifies that his firm meets and agrees to the following provisions, which will become a part of this contract.

a. The contractor represents that he has adopted and will maintain a policy of nondiscrimination as defined by ordinance of the City of Jacksonville throughout the term of this contract.

b. The contractor agrees that on written request, he will permit the reasonable access to his employment, employment advertisement, application forms, and other pertinent data and records by the Executive Director of the Community Relations Commission of the City of Jacksonville for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this contract, provided however, that the contractor will not be required to produce for inspection any records covering periods of time more than one year prior to the date of this contract.

c. The contractor agrees that if any of the obligations of this contract are to be performed by a subcontractor, then the provisions of a and b of this section will be incorporated into and become a part of the subcontract.

18. LEGAL WORKFORCE: Owner shall consider the employment, by Vendor/Contractor, of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of the contract upon thirty (30) days' prior written notice of such cancellation, notwithstanding any other provisions to the contrary in the Specifications and other Contract Documents.

Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

a. all persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Jacksonville, Duval County, Florida; and

b. all persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the Contract with the Owner.

19. LICENSES REQUIREMENT: Bidders/vendors responding to a solicitation or by acceptance of a Purchase Order issued by the City of Jacksonville agree to obtain and maintain all applicable Local, State and Federal licenses required by law.

1. SUBMISSION OF BIDS:

All bids must be submitted no later than the designated bid opening date and time as specified in the bid documents.

Submit bids to:

City of Jacksonville
Department of Procurement
214 North Hogan St., Suite 105
Jacksonville, Florida 32202.

Bidders are fully responsible for delivery of bids. Reliance upon mail or public carrier is at the bidder's risk.

LATE BIDS ARE NOT CONSIDERED.

Bid only on the bidding form(s) supplied herewith, using ink or typewriter. Any changes or alterations must be initialed by the person signing the bid.

Bidders' signature on the Bid Form (Form GB-102) signifies that the bidder has familiarized himself with all the Terms and Conditions of this bid, and agrees to them all, and that his bid is made and submitted for the items as specified and detailed herein unless exceptions are clearly noted and that the prices quoted herein are firm for the duration of this bid. Failure to submit a signed Bid Form with bid submission will be grounds for bid rejection. Violations of any of the Terms and Conditions of this bid and delivery time stated, can result in the Bidder's suspension from all bid lists of the City of Jacksonville and its agencies and penalties provided for by the Purchasing code of the City of Jacksonville.

Please use the green label enclosed when submitting your bid, be sure to insert the bid number and the open date on the label. Failure to do so may result in your bid being returned unopened.

2. BID/SURETY REQUIREMENTS:

All Bids that may require a bid security or surety in the form of a certified check, cashiers check or bid bond in the amount as prescribed in the bid documents must accompany the bid submission prior to the scheduled bid opening. Certified and cashiers checks will be deposited by the City and reimbursement checks will be issued once an award is made. Failure to submit the above information timely will be grounds for rejection of bid.

3. BID OPENING AND TABULATION:

Due to the large number of bids to be opened, and the numerous items contained in some bids, such bids will not be tabulated at the bid opening. Bids may be reviewed by arrangement with the respective buyer. Bidders desiring a copy of the tabulation sheet and the award recommendation must include a self addressed, stamped envelope with their bid. If a copy of the tabulation sheet is desired prior to award, then two (2) self addressed, stamped envelopes must be included.

BID RESULTS AND AWARD RECOMMENDATIONS WILL NOT BE GIVEN BY TELEPHONE

4. PROMPT PAYMENT TO SUBCONTRACTORS AND SUPPLIERS:

A. Generally - When Contractor receives payment from CITY for labor, services, or materials furnished by subcontractors and suppliers hired by Contractor, Contractor shall remit payment due (less proper retainage) to those subcontractors and suppliers within 15 calendar days after Contractor's receipt of payment from CITY. Nothing herein shall prohibit Contractor from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its subcontractors and suppliers. In the event of such a dispute, Contractor may withhold the disputed portion of any such payment only after Contractor has provided notice to CITY and to the subcontractor or supplier whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to CITY and said subcontractor or supplier within 10 calendar days after Contractor's receipt

of payment from CITY. Contractor shall pay all undisputed amounts due within the time limits imposed by this section.

B. Jacksonville Small Business Enterprise (JSEB) and Minority Business Enterprise (MBE) - Notwithstanding Chapter 126, Part 6 of the Jacksonville Ordinance Code (the "Code"), Contractor shall pay all contracts awarded with certified JSEB and MBE as defined therein their pro-rata share of their earned portion of the progress payments made by CITY under the applicable contract within seven (7) business days after Contractor's receipt of payment from CITY (less proper retainage). The pro-rata share shall be based on all work completed, materials, and equipment furnished or services performed by the certified JSEB or MBE at the time of payment. As a condition precedent to progress and final payments to Contractor, Contractor shall provided to CITY, with its requisition for payment, documentation that sufficiently demonstrates that Contractor has made proper payments to its certified JSEB or MBE from all prior payments that Contractor has received from CITY. Contractor shall not unreasonably withhold payments to certified JSEB or MBE if such payments have been made to the Contractor. . If Contractor withholds payment to its certified JSEB or MBE, which payment has been made by CITY to Contractor, Contractor shall return said payment to CITY. Contractor shall provide notice to CITY and to the certified JSEB or MBE whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to CITY and said subcontractor or supplier within five (5) calendar days after Contractor's receipt of payment from CITY. Contractor shall pay all undisputed amounts due within the time limits imposed by this section. The failure to pay undisputed amounts to the JSEB or MBE within 7 business days shall be a breach of contract, compensable by 1% of the outstanding invoice being withheld by the City as liquidated damages. Continued failure to adhere to this clause may be cause for termination.

C. Third-Party Liability - The Prompt Payment requirements hereunder shall, in no way, create any contractual relationship or obligation between CITY and any subcontractor, supplier, JSEB, MBE, or any third-party or create any CITY liability for Contractor's failure to make timely payments hereunder. However, Contractor's failure to comply with the Prompt Payment requirements shall constitute a material breach of its contractual obligations to CITY. As a result of said breach, CITY, without waiving any other available remedy it may have against Contractor, may: (i) issue joint checks; and (ii) charge Contractor a 0.2% daily interest penalty or penalties specified in Chapter 126 of the Code for JSEB or MBE and Chapter 218, Florida Statutes, for non-JSEB or MBE, whichever greater.

5. PUBLIC ENTITY CRIME INFORMATION:

A person or affiliate who has been placed on the State Of Florida convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity for a period of 36 months from the date of being placed on the convicted vendor list.

6. AUDIT PROVISION

A person or entity providing capital improvements, contractual services, supplies, professional design services, or professional services purchased by the City pursuant to a method of purchase, unless otherwise provided herein, shall agree and be deemed to have agreed by virtue of doing business under contract with the City to all access and examination at all reasonable times by the Council Auditor or any duly authorized representative of the Council Auditor to business records directly pertinent to the transaction until the expiration of three years after final payment pursuant to the transaction. No examination shall be conducted until the Council Auditor has made a recommendation to the Council President that the examination should or, in the alternative, should not be conducted and until the Council President has approved the conducting of the examination.

CONFLICT OF INTEREST CERTIFICATE

SECTION 00320

BID# XF-0431-11

Bidder must execute either Section I or Section II hereunder relative to Florida Statute 112.313(12). Failure to execute either section may result in rejection of this bid proposal.

SECTION I

I hereby certify that no official or employee of the City or it's independent agencies requiring the goods or services described in these specifications has a material financial interest in this company.

Signature

Company Name

Name of Official (type or print)

Business Address

City, State, Zip Code

SECTION II

I hereby certify that the following named City official(s) and/or employee(s) having material financial interest(s) (in excess of 5%) in this company have filed Conflict of Interest Statements with the Supervisor of Elections, 105 East Monroe Street, Jacksonville, Duval County Florida, prior to bid opening.

Name	Title of Position	Date of Filing

Signature

Company Name

Name of Official (type or print)

Business Address

City, State, Zip Code

PUBLIC OFFICIAL DISCLOSURE

Section 126.112 of the purchasing Code Requires that a public official who has a financial interest in a bid or contract make a disclosure at the time that the bid or contract is submitted or at the time that the public official acquires a financial interest in the bid or contract. Please provide disclosure, if applicable, with bid.

Public Official _____

Position Held _____

Position or Relationship with Bidder _____

INSURANCE AND INDEMNIFICATION

1.00 INDEMNIFICATION:

- 1.01 The Contractor, its employees, agents and subcontractors shall indemnify, defend and hold harmless the City and/or it's using agencies named in the contract documents, it's directors, officers, agents, representatives and employees, from and against any damages, liabilities, losses and costs, including but not limited to reasonable attorneys' fees to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, and other persons employed or utilized by the Contractor in the performance of this contract or the work performed thereunder.
- 1.02 This indemnification is separate and apart from, and in no way limited by, any insurance provided pursuant to this contract or otherwise.

2.00 INSURANCE:

2.01 GENERAL:

The amounts and types of insurance required should be reasonably commensurate with the hazards and magnitude of the undertaking, but in no event of lesser amount nor more restrictive than the limits of liability and schedule of hazards below described. Insurance requirements should be tailored to the type of construction or operations contemplated.

- 2.02 Without limiting its liability under the Contract Agreement, the Contractor and it's sub-contractors shall procure and maintain at its expense during the life of this contract, insurance of the types and in the minimum amounts stated below:

SCHEDULE

LIMITS

Workers Compensation
& Employer's Liability (including
appropriate Federal Acts)

Florida Statutory Coverage
\$100,000 Each Accident
\$500,000 Disease/Policy Limit
\$100,000 Each Employee/Disease

Commercial General Liability
– Occurrence Basis Only
Including Premises – Operations
Products Completed Operations
Blanket Contractual Liability
Blanket, X, C, U Hazards
Independent Contractors
Watercraft, if applicable

\$1,000,000 Per Occurrence
\$2,000,000 Aggregate

Automobile Liability
All autos – owned, hired & non-owned
(Automobile liability is required when services provide involve automobile use,
including the delivery of goods.)

\$1,000,000 Combined Single Limit

Professional Services Contracts require Professional Liability coverage at a minimum limit of \$1,000,000. (Professional Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date equal to at least the first date of this contract agreement and continuation of the insurance for claim reporting purposes for a minimum of two years beyond the expiration date of this contract agreement.

- 2.03 Said insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A X or better.
- 2.04 Such insurance shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City.
- 2.05 The City of Jacksonville and or it's using agencies as identified in the contract documents shall be named as an additional insured under the Commercial General Liability Insurance.
- 2.06 Prior to commencing any work on the project, Certificates of Insurance approved by the City's Division of Insurance & Risk Management demonstrating the maintenance of said insurance shall be furnished to the City. The certificates shall provide that no material alteration or cancellation, including expiration and non-renewal shall be effective until thirty (30) days after receipt of written notice by the City.
- 2.07 Anything to the contrary notwithstanding, the liabilities of the Consultant under this Agreement shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage. Neither approval nor failure to disapprove insurance furnished by the consultant shall relieve the consultant or its sub-consultants from responsibility to provide insurance as required by the contract.
- 2.08 In the event any part of the work to be performed hereunder shall require the CONTRACTOR or its Subcontractors to enter, cross or work upon or beneath the property, tracks, or right-of-way of a railroad or railroads, the CONTRACTOR shall, before commencing any such work, at its expense, procure and carry liability or protective insurance coverage in such form and amounts as each railroad shall require.
- 2.09 The original of such policy shall be delivered to the railroad involved, with copies to the CITY, the ENGINEER and the PROGRAM MANAGEMENT FIRM(S), and the CONTRACTOR shall not be permitted to enter upon or perform any work on the railroad's property until such insurance has been furnished to the satisfaction of the railroad. The insurance herein specified is in addition to any other insurance which may be required by the CITY and shall be kept in effect at all times while work is being performed on or about the property, tracks, or right-of-way of the railroad.
- 2.10 Depending upon the nature of any aspect of this project and its accompanying exposures and liabilities, the CITY may, at its sole option, require additional insurance coverages in amounts responsive to those liabilities which may or may not require that the CITY and other authorized representatives also be named as an additional insured.

TERMS AND CONDITIONS

GIS- MOBILE MAPPING UNIT TRAILER

1. **SCOPE**

The Jacksonville Fire & Rescue Department, Emergency Preparedness Division of the City of Jacksonville, Florida is currently accepting bids to obtain source(s) of supply for the item(s) / service(s) as outlined in the bid documents provided. The purpose of this bid invitation is to obtain information about your firm and its ability to provide these item(s) / service(s) and to obtain pricing commitments for a GIS - Mobile Mapping Unit (trailer) as listed in the bid documents.

2. **AWARD**

Award will be ALL OR NONE to the lowest responsive, responsible bidder. If funding is not available for the purchase of any options, based on the base bids offered, the base bid price will determine the lowest responsive, responsible bidder. If funding is available for the purchase of options, based on the base bids offered, the lowest bid including the maximum number of options, up to but not exceeding the maximum grant funding amount, will be considered the lowest responsive, responsible bid. ALL awards are subject to the availability of funds.

3. **TERM OF AGREEMENT**

One (1) Time Purchase.

4. **PRE-BID CONFERENCE**

A pre-bid conference will held at City of Jacksonville Fire & Rescue Department EOC Executive Room 515 North Julia Street 4th Floor Jacksonville, FL 32202, on 3/21/2011 at 10:00 A.M.

5. **COMPLIANCE WITH SPECIFICATIONS**

The bidder, by affixing their signature to the bid form submitted, agrees to provide item(s)/service(s) in accordance with the bid documents provided. Bid only a single offering for each bid item. Multiple offerings, alternates (unless stated) and or stipulations may be cause for bid rejection. Bid only on forms provided herein unless otherwise stated. Bid submissions shall be in ink or typewritten. All corrections must be initialed.

6. **STATE CONTRACTS**

The City reserves the right to utilize contracts established by the State of Florida and or other governmental agencies for item(s)/service(s) covered under this bid. The city reserves the right to cancel this contract in whole or in part for such item(s)/service(s).

7. **QUANTITIES**

Quantities are estimated and will be determined based on the available funding.

8. **PRICES**

All unit prices shall include freight, delivery, and handling charges to the delivery location as outlined in the bid documents.

9. **ESCALATION / DE-ESCALATION**

Not applicable.

10. **DELIVERY**

Delivery will be made to the City of Jacksonville Fleet Management 2581 Commonwealth Avenue Jacksonville, FL 32254. A packing list shall accompany all shipments, which shall indicate, at a minimum, the following; purchase order number, item number and description, date of shipment, quantity ordered and shipped, unit prices, and unit of measure. **All equipment and materials must be delivered and accepted by Jacksonville Fire & Rescue within 6 months of issuance of the purchase order.**

11. **PICK UP AND RETURNS**

The City reserves the right to return an order in whole or in part if the merchandise is not in compliance with the bid specifications. The City or its agencies will determine compliance with bid specifications. Pick up and returns will be made within 48 hours of notification at no charge to the City or its agencies.

12. **SUPPLIER ACCESSIBILITY**

The City or its representative must be able to contact, during normal business hours, by telephone or email any supplier providing goods or services to the city or its agencies. Any supplier accessibility requirements outlined in the specifications supercede this section.

13. **REPORTING**

The City may request, during the term of this bid, reports including but not limited to; usage, pricing, and delivery. Suppliers will be required to provide reports requested in hard copy and electronic format as required.

14. **INVOICING**

Invoices will be issued once supplies/services are delivered and/or rendered to the City of Jacksonville or its agencies. At a minimum, invoices must include; purchase order number, item number and description, date of shipment, quantity ordered and shipped, unit prices, unit of measure, and extended totals. Payment terms are Net 30 days. All original invoices shall be submitted to: City of Jacksonville, General Accounting Division, 117 West Duval Street, Suite 375, Jacksonville, Florida 32202.

15. **INSURANCE / INDEMNIFICATION**

Each supplier shall maintain, for the entire term of this bid, current insurance coverage as stated in the bid documents. All insurance certificates shall list the City of Jacksonville as an additional insured. A copy of the insurance certificate should be submitted within ten (10) days of award notification. Bid number should be listed on the insurance certificate.

SPECIFICATIONS

XF-0431-11

GIS- MOBILE MAPPING UNIT TRAILER

34' 5th Wheel Trailer

2 MANUAL SLIDE-OUTS

102"Width OPTION

Raised Ground Clearance

2 7,000lb axles, 26' Floor, 8' Gooseneck, 8' Wide, 7'6" Interior Height, Dual Manual Jacks, Ramp Over

Electric braking system

Double Doors in Rear, White Skin

Windows - located in manual slideouts

Insulation-as req'd

Vapor Barrier Foil lined R-Matte Plus 3 - R value 5.0 Poliso Energy Star

Wall Boards-as req'd

1/2" Substrate backer - covered with high pressure laminates and/or
acoustical fabric or Kemlite

Ceiling Boards-as req'd

1/2" Substrate - covered with laminate or Kemlite

Wall Covering

Pionite High Pressure Laminate SG213 Suede 'Opti Gray' with Wilsonart

D92-60 Dove Grey High Gloss Dry Erase installed all practical locations

Flooring Wood

1/2" Underlayment (over trailer floor for Lonseal install)

Floor Covering-Lonseal

Lonseal Industrial Grade PVC Flooring 80Mil -Lonpoint non-slip

Pocket Door Assembly w/tract

Custom fabricated sliding door-covered w materials to match wall. HD sliding
door hardware assembly/tract/stops/door lock

To be ADA accessible !

Trim Work-as req'd

This is base boards, ceiling trims, all door trims , access, and wall trims. Can
be painted to match/or stained.

Adhesives-as req'd

Non-Flam Spray Grade Adhesives throughout; with the exception
of proprietary Lonseal Adhesives required for the PVC flooring adhesion.

Gooseneck - Storage area

2 double doors - approx. dim 24Wx24H to store plotter paper.

External Entry to Gooseneck to access generator,fuel storage, and other misc. equipment

Rear Ramp Room:

Overhead Storage Cabinets each side

Custom Cabinets shall be provided where required

Cargo Netting

Use Belting materials approved at pre-build conference

SS Turnbuckle attachments assembly - located Rear Overhead cabinets

Partition Wall with above mentioned ADA Pocket Door Assembly

Custom partition walls minimum 2'x4" stud walls

Communications/Operations Room:

Small Galley Area Cabinetry with Counter tops

Counter tops shall be high enough to store mini-fridge.

Overhead cabinetry shall match in length the counter top. See drawing

Mini Fridge. Height shall fit beneath counter top.

Conference Table-to seat 5

Table Top surface Pionite PFA39 Suede 'Singing the Chicago Blues'

Wall Mount for Flat Screen LCD TV (approx. Dim 32" screen size)

shall have extra support material behind the wall to support the weight of the flat screen tv.

Counter tops, conference tables and workstation should be standard height or approx. 29"

Driver Side THREE person Workstation (slideout)

Driver side Cabinet to house Customer supplied Plotter w/OH Storage

Driver side Overhead Workstation Cabinets w/dry erase doors

Under-cabinet Task Lighting at each Workstation & Plotter

Pass Side TWO person Workstation (slideout)

Pass side Overhead Workstation Cabinets w/dry erase doors

Pass side Cabinet to house HP Printer/Fax/Scanner/Copier All in One

Under-cabinet Task Lighting at each Workstation & Printer

All cabinetry to be 3/4" cabinet grade substrate with cabinet grade interior

white liner all interior-base cabinets to be Pionite SG213 Suede Zz'Opti Gray'

Upper Doors to be Wilsonart D92-60 Dove Grey high gloss

All latches to be positive catch Ha'fele brand push type

Network connectivity

Network Ports - (8)

1 located at each workstation - 5

1 located at plotter

1 located at combo printer table

1 located at LCD TV location

Gooseneck/Maintenance Area:

Electrical Panels & Boxes

Communication Panels & Boxes

Wiring- 12V, 110V, Telephone, CAT5e

12.5KW ONAN Quiet Diesel Generator

All inclusive- 12.0HDKCD2209,Adaptor-straight155-2424, Control Panel Switch

HO 300-4943, Harness Remote 30' 338-349002

Generator Surround w/Sound Proofing

Fabricated enclosure w/lead lined Sound Proofing surround
Generator and fuel tank shall be isolated/enclosed to ensure zero fume emissions into storage and main floor area.

Storage Cabinets-as space allows

side to be covered Dry Erase Wilsonart D92-60 Dove Grey high gloss for utilization
gooseneck area side does not need DryErase-high use for paper storage

Exterior Components:

Plug-in Dry Erase Board (large)

Exterior application, along with exterior TV adaptor arm

Entrance Kwik-kee Step

ModelSeries 40 #904 9025 (24.75" wide mounting surface to ground 24-28"

Entrance Porch Light

Command Star 12 Volt Porch Light w/switch

Alarm System

Prestige Standard Security #APS25CH

Cast Products Alum. Box w/Lock

TWO (2) 15,000BTU Roof Air Systems w/Heat Strips

Mach 15 Coleman - Upper unit, Ceiling Unit, shall have heat strips

Roof Escape Hatch

Pompanette Bomar NIBO Hatch 25.125 SQ, NT2049-1.75 Trim Ring with
NS2049--EX SCR screen

External Access Box (Pass thru Connection Box for hard line feed to interior)

- 1 - LCD TV Connection
- 1 - Video Graphic Connection
- 1 - VGA Pass thru Connection
- 1 - phone jack
- 4- Network Connections

2 Pass thru ports (extension cords, etc.)

Electrical/Lighting Components:

CAT5e Computer Wiring & Outlets

12V Wiring & 12Volt Power Points

Exterior Weatherproof GFI "duplex" Outlets "110 volt 15 amp" (minimum - 4)

IOTA Charger/Converter

4 Battery Group 31 install (Type of House Battery System)

2 - 30 Amp Shore Power Cords

TWO (2) CO Monitors- front and rear

Pre Tell 3400 #56915 Flush Mount #34000.000

110 Volt Wiring and 110Volt Recept - Amperage 15 (13 interior)

Locations: 1 at each workstation (5), 2 in rear storage, 1 below counter at fridge,
1 above fridge at counter, 1 at conference table, 1 at plotter, 1 at combo printer
1 in overhead storage or gooseneck

12Volt Distribution Panel

Breaker Panel

50 Amp 220 Volt Service with 32 Circuit panel

Panasonic KX-TA824

CKX-TA824-PKG w/3 charcoal phones, CKX-TA82483 Module adds capacity for lines and 8 phones, CKX-T7731B analog system speakerphone, 624/824 block 24-4 conductor modular 3 ft cords

5 phone jacks - 1 located at each workstation

SIX (6) 12 Volt Scene Lights

TEN (10) 12 Volt Ceiling Lights (LED)

FOUR (4) 12 Volt Red Lights

OPTIONS: To be awarded in order A-G based on available funding.

A: UPS - To circumvent loss of power due to generator related power surges

B: Computer Grade Electrical Surge Protection

C: Manual Roll-out Awning (located on side with exterior applications - LCD arm)

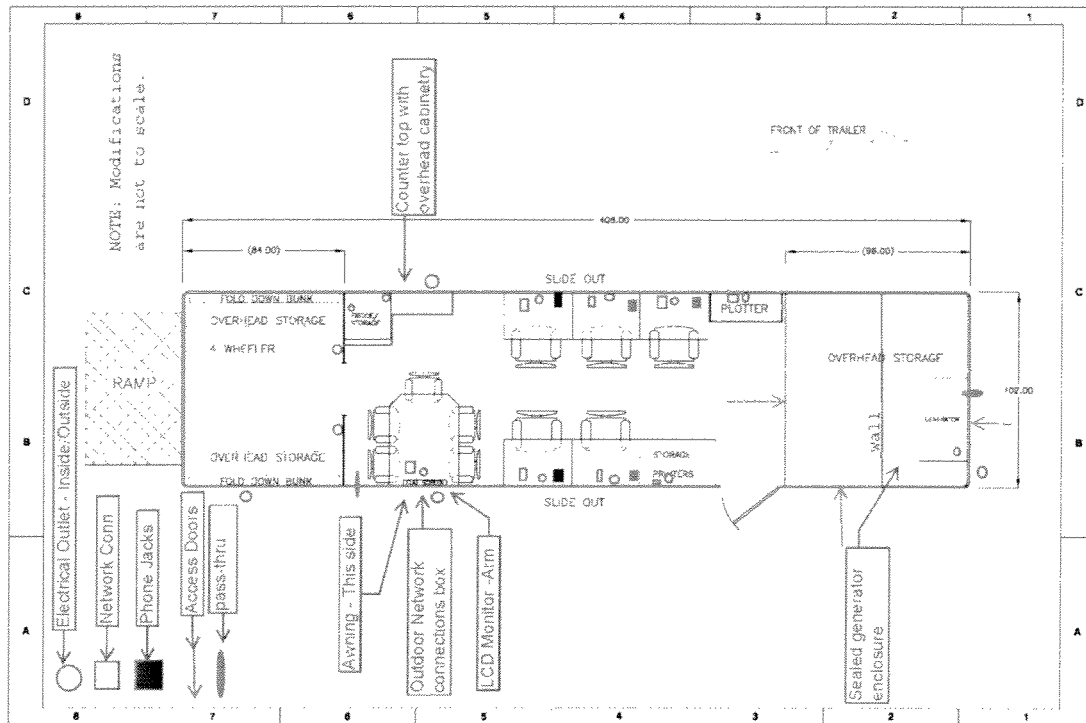
D: Local TV Antenna

E: Winegard RV3095 Sensor II with power supply

F: Tie downs in rear storage area (back of trailer)

G: Fold Down bunks (x2) located in rear storage area.

LOCATIONS OF POWER OUTLETS, NETWORK PORTS, PHONE JACKS CAN BE FURTHER DEFINED BY REFERRING TO JPG FLOOR PLAN ACCOMPANYING THIS SPREADSHEET



BID PROPOSAL FORM

BID # XF-0431-11

BID ITEM	DESCRIPTION	QTY & UNIT	UNIT PRICE	EXTENDED TOTAL
1	GIS - Mobile Mapping Unit (trailer); As per the specifications. # Base Bid	1 each	\$ _____	\$ _____
2	UPS - To circumvent loss of power due to generator related power surges; # Option A	1 each	\$ _____	\$ _____
3	Computer Grade Electrical Surge Protection; # Option B	1 each	\$ _____	\$ _____
4	Manual Roll-out Awning (located on side with exterior applications - LCD arm); # Option C	1 each	\$ _____	\$ _____
5	Local TV Antenna; # Option D	1 each	\$ _____	\$ _____
6	Winegard RV3095 Sensor II with power supply; # Option E	1 each	\$ _____	\$ _____
7	Tie downs in rear storage area (back of trailer); # Option F	1 each	\$ _____	\$ _____

BID PROPOSAL FORM

BID # XF-0431-11

BID ITEM	DESCRIPTION	QTY & UNIT	UNIT PRICE	EXTENDED TOTAL
8	Fold Down bunks (x2) located in rear storage area; # Option G	1 each	\$ _____	\$ _____
			GRAND TOTAL:	\$ _____

DISQUALIFIED/PROBATIONARY VENDORS LIST

In accordance with the City's Procurement Code 126.201 (1) (1-4), the following list of entities are hereby debarred or are placed on probationary status. Debarred entities are prohibited from receiving any new awards until formally reinstated. Probationary status entities are subject to consideration for new awards during the probationary period.

VENDOR	VENDOR-FEIN #	Date of Disqualification/Probationary status	Eligibility Reinstatement Date/Probationary Status End Date
Able Lumber and Supply	593198312	07/18/97	07/18/98
Armored Car Services	593191058	02/10/00	02/10/01
*Arnett Contracting, Inc.	223965485	06/04/10	06/04/2013
**B & H Full Service Cleaning, Inc.	262653840	11/19/2010	11/19/2011
C & H Construction	593216284	03/07/02	03/07/03
Carolina Paper Mill	593579372	10/20/80	10/20/81
*Cleft Landscape Mgmt.	590036843	10/26/00	10/26/01
Concerned Citizens of Developing the Disable, Inc. d/b/a A.I.C.R.		07/23/98	07/23/99
Court Yard Concepts	593198312	05/07/97	05/07/98
Creed Company	45357941	03/07/90	03/07/91
Elite Public Safety		03/25/00	03/25/01
Fire Defense Centers	593035606	06/08/87	06/08/88
*GA Janitorial Cleaning Svcs., Inc.	010684614	08/31/09	08/31/2010
George Patterson & Assoc.	59317759	06/05/98	06/05/99
G K Solutions	593541756	09/08/99	09/08/00
*Process Server Enterprises, LLC	263336079	04/29/10	04/29/2011
**Ray T. Freiha Construction, Inc.	593615599	06/01/10	06/01/2012
**Sheza General Contractors, Inc.	593430930	11/02/2010	11/02/2011
Tiger Tale Publication		05/21/98	05/21/99
Whittle & Sons		07/25/80	07/25/81

*Vendors disqualified/debarred from bidding as Prime and/or Sub Contractors

**Vendors placed on probation for a period of 6 months or more

Revised 1/11/2011

CITY OF JACKSONVILLE



PROCUREMENT DIVISION

214 North Hogan Street, Suite 800, Jacksonville, Florida, 32202
(904) 255-8800-Ph; (904) 255-8837-Fax; www.coj.net

PROCUREMENT PROTEST PROCEDURES

126.106(e) PROTEST PROCEDURES

- 126.106(e)(1) Purpose and Scope
- 126.106(e)(2) Definitions
- 126.106(e)(3) Timely Notice of Protest
- 126.106(e)(4) Extension Request / Supplemental Protest Documentation
- 126.106(e)(5) Delivery
- 126.106(e)(6) Process
- 126.106(e)(7) Protest Hearing Rules and Procedures
- 126.106(e)(8) Independent Agency, Board or Delegated Authority

126.106(e)(1) Purpose and Scope

(a) These protest procedures are promulgated pursuant to § 126.106(e) of the Jacksonville Ordinance Code (the “Code”), which authorizes the Chief of the Procurement Division to “prepare and publish rules and regulations governing bid protests.” In the event a court of competent jurisdiction declares any provision of these Procurement Protest Procedures to be unconstitutional, invalid, or otherwise unenforceable, then all remaining provisions shall be severable, valid and enforceable regardless of the invalidity of any other provision.

(b) In accordance with the procedures contained herein, any person or entity that is adversely affected by a decision or an intended decision concerning a solicitation, solicitation documents, award, or any other process or procedure prescribed in the Code and who has standing to protest said decision or intended decision under Florida law (the “Protestant”), must timely file a written Notice of Protest seeking to challenge the decision or intended decision. The issue(s) raised and the information contained in the Notice of Protest and any supplemental documentation filed in accordance with § 126.106(e)(4), hereof, must clearly identify and explain the factual and legal basis for any relief sought, and shall be the only

issue(s) and information the Protestant may present for consideration before the applicable committee.

126.106(e)(2) Definitions

For the purpose of these Bid Protest Procedures, the following definitions are provided:

(a) “Competitive solicitation” or “solicitation” shall include without limitation an invitation to bid, competitive sealed bid, multi-step competitive sealed bid, competitive sealed proposal, or a request for proposals and/or qualifications.

(b) “Posting” means the notification of solicitations, decisions or intended decision, or other matters relating to procurement on a centralized Internet website, by placing the same on the bulletin board(s) designated by the Procurement Division for this purpose, or as may be consistent with § 126.102(m) of the Code.

(c) “Exceptional purchase” means any purchase excepted by law or rule from the requirements for competitive solicitation, including without limitation purchases pursuant to §§ 126.107, 126.206, 126.207, 126.211, 126.307, 126.309, 126.311, 126.312, or 126.313 of the Code.

(d) "Electronic transfer" is limited solely to facsimile transmissions that appear legibly on paper at the place of filing.

(e) "Final Agency Action" means a final decision that results from a proceeding hereunder, and includes actions which are affirmative, negative, injunctive, or declaratory in form.

(f) "Procurement process" has the same meaning as "contract solicitation or award process."

126.106(e)(3) Timely Notice of Protest

(a) **Recommendations of Award and/or Bid Rejection.** A Protestant shall have 48 hours after either the posting or written notification of a decision or intended decision, whichever is earlier, in which to file a written Notice of Protest in order to timely challenge or seek relief from a Procurement Division recommended award of an exceptional purchase or an award or recommended conclusion to any bid or proposal solicitation process, including without limitation: (i) a recommendation to reject a bid or proposal; (ii) a contract award; or (iii) the short-listing of bidders or proposers.

(b) **Bid/Proposal Specifications and/or Requirements.** A Protestant shall have 10 business days after the posting of a solicitation or 48 hours after the posted date and time of a pre-bid or pre-proposal conference, whichever is earlier, or 48 hours after the posting of an addendum, in which to file a written Notice of Protest in order to timely challenge the requirements, terms and/or conditions contained in bid or proposal documents, including without limitation any provisions governing or establishing: (i) the basis for making the award in question; (ii) evaluation criteria; (iii) equipment, product, or material specifications; (iv) proposed project schedules; (v) statements regarding participation goals or other equal opportunity measures; or (vi) other general solicitation or project requirements.

(c) **Computation of Time** - The computation of the time limitations or periods contained herein shall be governed by and shall be pursuant to Florida Rule of Civil Procedure 1.090(a). Failure to file a written Notice of Protest within the applicable time limitation or period shall constitute a waiver of any right, remedy, or relief available hereunder.

(d) **Form and Content of the Notice of Protest** - A written Notice of Protest shall: (i) be addressed to the Chief; (ii) identify the solicitation, decision, or recommended award in question by number and title or any other language sufficient to enable the Chief to

identify the same; (iii) state the timeliness of the protest; (iv) state Protestant's legal standing to protest; and (v) clearly state with particularity the issue(s), material fact(s) and legal authority upon which the protest is based.

126.106(e)(4) Request for Extension to File Supplemental Protest Documentation

At the time of filing a timely Notice of Protest hereunder, a Protestant may request an extension of three (3) business days after the date its Notice of Protest is timely received, in which to provide supplemental protest documentation. Failure to do so or to timely submit the supplemental protest documentation shall constitute a waiver of any right to the same.

126.106(e)(5) Delivery

The timely filing of a Notice of Protest shall be accomplished when said notice is actually received by the Procurement Division within the applicable time limitation or period contained herein. Filing a notice may be accomplished by manual transfer via hand-delivery or mail to the Chief of Procurement Division at 214 North Hogan Street, Suite 800, Jacksonville, Florida, 32202, or by electronic transfer via facsimile to (904) 255-8837. The responsibility and burden of proof that its Notice of Protest has been timely and properly received shall rest with the Protestant, regardless as to the method of delivery employed.

126.106(e)(6) Process

(a) Upon receipt of a timely filed written Notice of Protest, the Chief or his/her designee shall schedule and provide notice of the time, date and place that the protest will be heard. The protest will be heard before the General Governmental Awards Committee ("GGAC"), the Professional Services Evaluation Committee ("PSEC"), or the Competitive Sealed Proposal Evaluation Committee ("CSPEC"), whichever is applicable. The Chief or his/her designee shall have the discretion to proceed with the solicitation or contract award process in question or to suspend the same pending the resolution of the protest. To the extent the Chief or his/her designee decides to exercise his/her discretion not to suspend the solicitation or contract award process pending the resolution of the protest, the Chief or his/her designee shall set forth in writing the particular facts and/or circumstances upon which his/her decision is based.

(b) Those persons or entities, other than the Protestant, who will be directly affected by the resolution of the protest shall be given notice of the protest hearing, and the Notice of Protest and any supplemental protest

documentation shall be made available to them upon a written request for the same.

(c) When a Notice of Protest is filed pursuant to § 126.106(e)(3)(b), hereof, the Chief or applicable awards committee chairperson shall have the discretion to direct that the solicitation in question not be opened pending the resolution of the protest.

126.106(e)(7) Protest Hearing Rules and Procedures

(a) Hearings hereunder shall be heard before the applicable committee, and shall begin with a general statement of the rules and procedures prescribed herein by a representative of the committee, followed by a general statement of the facts by a representative of the Procurement Division. Representatives of the Protestant, limited solely to its owners, officers, employees and/or legal counsel, will then be required to present its case based solely upon the issue(s) and information contained in the Notice of Protest and any timely submitted supplemental protest documentation. Those persons or entities, other than the Protestant, who have legal standing and will be directly affected by the resolution of the protest will be given an opportunity to be heard and to present information before the committee, which will be followed by a statement and the presentation of information from the Procurement Division and other governmental representatives. The Protestant must establish by the preponderance of the evidence that the protest should be granted based upon the law, facts and information presented. The committee is entitled to ask questions of any party at any time during the hearing.

(b) For hearings hereunder, the formal rules of evidence pursuant to the Florida Evidence Code may be

relaxed at the sole discretion of the presiding chairperson of the applicable committee. Hearsay evidence may be admissible and used to supplement or explain other evidence.

(c) Unless otherwise provided by the Code, the burden of proof shall rest with the Protestant. The standard of proof for proceedings hereunder shall be whether a Procurement Division recommendation or the decision or intended decision in question was clearly erroneous, arbitrary or capricious, fraudulent, or otherwise without any basis in fact or law. In any protest proceeding challenging a decision or intended decision to reject all bids, proposals, or replies, the standard of review shall be whether the decision or intended decision is illegal, arbitrary, dishonest, or fraudulent.

(d) A majority vote of the members of the applicable committee shall be required to grant a protest, hereunder; otherwise, the protest shall be denied, and, upon execution by the Mayor or his designee, said vote and/or decision of the applicable awards committee shall be posted and shall represent final agency action.

126.106(e)(8) Independent Agency, Board or Delegated Authority

If a protest is filed and the solicitation is for the benefit of an independent agency, board, or delegated authority that has its own established procurement procedure and does not use the City's procurement process and/or protest procedures, then the person or entity protesting must follow the protest procedures of that independent agency, board, or delegated authority.

CERTIFICATE OF ADOPTION AND IMPLEMENTATION

The preceding Procurement Protest Procedures are hereby adopted this 10th day of August, 2009, by the undersigned Chief of Procurement for immediate implementation, and will remain in full force and effect until such time as they may be formally revised, amended, supplemented, superseded, or abolished.

Procurement Division



Michael Clapsaddle Chief
Procurement Division

214 North Hogan Street, Suite 800

Jacksonville, Florida, 32202

(904) 255-8800 – Phone

(904) 255-8837 – Fax

mclap@coj.net

NO BID FORM

BID# XF-0431-11

UNABLE TO SUBMIT A BID? WE SINCERELY HOPE THIS IS NOT THE CASE.

If your firm cannot submit a bid at this time, please provide the information requested in the space provided below and return it to:

City of Jacksonville
Procurement Division
214 North Hogan St., Suite 105
Jacksonville, Florida 32202

We are unable to submit a bid at this time due to the following reasons:

Name of Firm _____

Signature and Title _____

Street Address or P.O. Box _____

City _____ State _____ Zip Code _____

PLEASE SUBMIT THIS FORM ONLY; DO NOT SEND BACK THE BID PACKAGE